

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2017 MAR 28 P 3:35

**JERRY MASON**

Plaintiff,

DEPUTY CLERK *RAn*

**3-17 CV-877-B**  
CIVIL ACTION NO. \_\_\_\_\_

**Fremont Investment & Loan  
HSBC Bank USA, National Association  
Ocwen Loan Servicing, LLC  
Power Default Services, Inc.  
JOHN DOES 1-5,**

Defendants.

**COMPLAINT**

The Plaintiff, JERRY MASON pro se, sues Defendants, Fremont Investment & Loan, HSBC Bank USA, National Association, Ocwen Loan Servicing, LLC, Power Default Services, Inc. and JOHN DOES 1-5.

**Jurisdiction**

1. Plaintiff, Jerry Mason is a resident of Ellis County, Texas and otherwise *sui juris*.
2. Defendant, Fremont Investment & Loan, as of June 2, 2008, Fremont Investment & Loan was acquired by Litton Loan Servicing, LP. The company is based in Houston, Texas. As of September 1, 2011, Litton Loan Servicing LP operates as a subsidiary of Ocwen Loan Servicing, LLC – see paragraph 4 below.
3. Defendant, HSBC Bank USA, National Association., is a foreign financial institution and is authorized to do business in the State of Texas. In the alternative, there is diversity of

citizenship because the home office of the Defendant is in another state even though it has continued to conduct business in the State of Texas.

4. Defendant, Ocwen Loan Servicing, LLC., is a Foreign Limited Liability Company corporation and is authorized to do business in the State of Texas. In the alternative, there is diversity of citizenship because the home office of the Defendant is in another state even though it has continued to conduct business in the State of Texas.
5. Defendant, Power Default Services, Inc. is a Foreign For-Profit Corporation and is authorized to do business in the State of Texas and has a home office in Texas.
6. The amount in controversy without interest and costs, exceeds the sum or value specified by 28 U.S.C. § 1332. The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between (1) citizens of different States; (2) citizens of a State and citizens or subjects of a foreign state; (3) citizens of different States and in which citizens or subjects of a foreign state are additional parties; and (4) a foreign state, defined in section 1603(a) of this title, as plaintiff and citizens of a State or of different States. The court has subject matter jurisdiction.
7. This action involves the federal question in the application of rescission procedures as specified in the Federal Truth in Lending Act, 15 U.S.C. §1635, et seq. (hereinafter referred to as TILA).
8. This action involves the federal question in the application of rescission procedures as specified in the Federal Truth in Lending Act, 15 U.S.C. §1635, et seq. (hereinafter referred to as TILA).

**Preliminary Factual Allegations Applicable to All Counts**

9. On February 9, 2017, the Plaintiff sent to all Defendants a letter of Rescission dated February 7, 2017 regarding Rescission of two loans: Freemont Investment & Loan - Adjustable Rate Note Account No. 925000171488 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7091145362) and Freemont Investment & Loan - Purchase Money Note Account No. 925000171036 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7878275. And Power Default Services, Inc. File Number 2015-00911-TX and alleged successors in interest to real property located at 101 Poinsetta Dr., Palmer, TX 75152, Ellis county, which is attached hereto as Exhibit "A" Rescission Letter.
10. Notice of Rescission of the loans was sent to all Defendants, U.S.P.S. Certified Mail January 13, 2017 as depicted in the mailing confirmations attached hereto as Exhibit "B" Mailing Confirmations.
11. As set forth in TILA, and the applicable extension as provided in Regulation Z, the loan contract (note and mortgage) was cancelled by operation of law upon mailing the Notice of Rescission. This is per the unanimous Supreme Court *Jesinoski v. Countrywide Home Loans, Inc.*, 574 U.S. \_\_\_\_ (2015), a United States Supreme Court case in which the Court held that the Truth in Lending Act does not require borrowers to file a lawsuit to rescind loans and that sending written notice is sufficient to effectuate rescission. Some commentators described Justice Antonin Scalia's unanimous majority opinion as "terse" and the "shortest opinion of the year". Other analysts have described *Jesinoski* as a "landmark case" in Truth in Lending Act jurisprudence.
12. The loan contract was cancelled by operation of law on the date of mailing shown on Exhibit "A."

13. The note was rendered "void" by operation of law on the date of mailing shown on Exhibit "A."
14. The mortgage was rendered "void" by operation of law on the date of mailing shown on Exhibit "A."
15. Under TILA, the Defendants, if it is a creditor, are required to comply with the rescission within twenty-days by performing three acts:
  - a. Return of the cancelled note,
  - b. Filing in the county records such instrument that would release any encumbrance or lien arising out of the cancelled loan contract, and
  - c. Payment of all money received from the Plaintiffs, on behalf of the Plaintiffs, and all money paid for fees, commissions or other compensation in connection with the alleged origination of the loan contract.
16. By operation of law, the rescission is effective as of the date and time of mailing and no lawsuit is required by the Plaintiff and no tender of any payment is required by the Plaintiff.

**COUNT I – TEMPORARY AND PERMANENT INJUNCTION**

17. The Plaintiff realleges and reaffirms the Jurisdictional Allegations as if they were specifically set forth herein.
18. The Plaintiffs realleges and reaffirms the Preliminary Factual Allegations Applicable to All Counts numbers 10-16 as if they were specifically set forth herein.
19. This is a cause of action which seeks injunctive relief for preventing Defendants from collecting, forcing, reporting, or taking any affirmative action or seeking any relief with respect to the loan contract that is referenced in the subject Rescission letter (Exhibit "A").

20. This property is unique in that it is a residential home that is owned by the Plaintiff and who has made a substantial investment in the property and the property contains his personal items.
21. The Plaintiff will be irreparably damaged by the Defendants, in its continued pursuit of a wrongful foreclosure sale Tuesday April 4, 2017 if not stopped and is in direct violation of TILA.
22. Defendants will be proceeding with a judicial sale of the property Tuesday April 4, 2017 despite the prohibition imposed by TILA, and as recently ruled upon by the United States Supreme Court and under Federal Reserve Regulation Z.
23. Attached hereto as Exhibit "C" Recorded Letter of Rescission is constructive notice to the world as to the judicial sale of the property and was recorded against the property after the rescission took effect upon mailing by operation of law per *Jesinoski v. Countrywide Home Loans, Inc.*, 574 U.S. \_\_\_\_ (2015) decision.
24. If not enjoined, Defendants have made it clear that they are ignoring federal law and is attempting to unlawfully take this property from the Plaintiff further casting doubt on the marketability of the title that will only add to and create complexities in the title that were directly caused by the Defendant and its predecessors in interest.
25. The Plaintiff has been obliged to seek the services of legal counsel to represent Plaintiff to take over this case, to amend this complaint to add violations of the FDCPA law and forgery and fraud of foreclosing instruments recorded in the land records, served on the court and trustee. The cost of paying attorney fees, expenses, and costs for which the Defendant should be responsible.

WHERFORE, the Plaintiff prays that this Honorable Court will enter an order enjoining the Defendants from any use of any document, claim or instrument referenced as rescinded or cancelled in the subject Rescission letter and further stating that the note and deed of trust are null and void, grant attorney's fees and costs, and grant such further relief as this Court may deem just and proper.

**COUNT II – MANDATORY INJUNCTION**

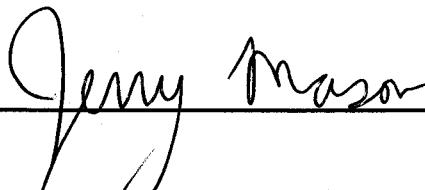
26. The Plaintiffs realleges and reaffirms the Jurisdictional Allegations as if they were specifically set forth herein.
27. The Plaintiffs realleges and reaffirms the Preliminary Factual Allegations Applicable to All Counts numbers 10-16 as if they were specifically set forth herein.
28. Under TILA, the Defendant, if it is a creditor instead of a debt collector with no rights to foreclose, is required to comply with the rescission within twenty days by performing three acts:
  - a) Return of the cancelled note,
  - b) Filing in the county records such instrument that would release any encumbrance or lien arising out of the cancelled loan contract, and
  - c) Payment of all money received from the Plaintiff, on behalf of the Plaintiff, and all money paid for fees, commissions or other compensation in connection with the alleged origination of the loan contract.
29. In fact, the Defendants are continuing to attempt a foreclosure sale Tuesday April 4, 2017 based upon a mortgage which is now "void."
30. In order to seek legal redress, the Plaintiff has been obliged to seek the services of legal

counsel to take over his pro se case and will be obligated to pay reasonable attorney's fees, expenses and costs for which the Defendants should be liable.

WHEREFORE, the Plaintiff prays that this Honorable Court will enter an order requiring the Defendants to return the cancelled original note to Plaintiff, to file any documents required to release any claim of encumbrance or lien arising out of the loan contract referenced in the Rescission letter, and grant the Plaintiff attorney's fees, expenses and costs of this action and grant such other relief as the Court may deem just and proper including, but not limited to an accounting of all money paid or received as compensation arising out of the execution of instruments by Plaintiff relating to the loan contract that was referenced in the subject Notice of Rescission.

Dated: March 27, 2017

Respectfully submitted,

  
\_\_\_\_\_  
Jerry Mason  
101 Poinsetta Dr  
Palmer, TX 75152  
214-402-6267  
jerry.mason@terrellisd.org

**Exhibit A: Rescission Letter dated Tuesday, February 7, 2017**

Tuesday, February 7, 2017

Freemont Investment & Loan Registered Agent CT CORPORATION SYSTEM 350 N. St. Paul St., Ste. 2900 Dallas, TX 75201-4234	HSBC Bank USA National Association Registered Agent CT CORPORATION SYSTEM 1200 S. PINE ISLAND ROAD PLANTATION, FL 33324
Ocwen Loan Servicing, LLC Registered Agent Corporation Service Company d/b/a CSC - Lawyers Incorporating Service Company 211 E. 7th Street, Suite 620 Austin, TX 78701-3218	Power Default Services, Inc. Registered Agent CT Corporation System 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136

**Jerry Mason**  
101 Poinsettia Dr.  
Palmer, TX 75152

**RE: Rescission of two loans: Freemont Investment & Loan - Adjustable Rate Note Account No. 925000171488 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7091145362) and Freemont Investment & Loan - Purchase Money Note Account No. 925000171036 (now serviced by Ocwen Loan Servicing, LLC Loan number: 7878275. And Power Default Services, Inc. File Number 2015-00911-TX and alleged successors in interest to real property located at 101 Poinsettia Dr., Palmer, TX 75152, Ellis county.**

**The Above Whom It May Concern:**

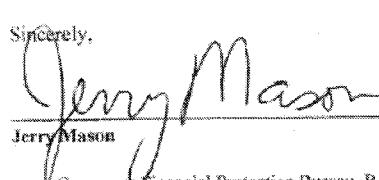
Pursuant to the provisions of the Truth and Lending Act ("TILA"), 15 U.S.C. Section 1635, I hereby rescind the above-referenced loan, due to violations of TILA, including but not limited to the unlawful failure to give timely and proper notices required under TILA.

With this letter, I hereby exercise my rights under the Federal Truth in Lending Act, 15 U.S.C. § 1635 and Regulation Z, 12 C.F.R. 226.23(b)(5) to rescind the above referenced mortgage loan due to recently learned and now undeniable fraud, concealment, non-disclosure, white collar crime, R.I.C.O. crime and more at alleged closing – again only recently learned.

Please be advised that your note and security interest in the home is now null and void per operation of law by 15 U.S.C. § 1635; Regulation Z § 226.23 and to do your part to terminate the security interest in the home, return the cancelled note and refund all payments.

Thank you for your prompt attention to this. You may contact me at 214-402-6267 or [jerry.mason@errellisd.org](mailto:jerry.mason@errellisd.org) should you require any further information or like to discuss this matter further.

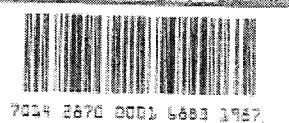
Sincerely,

  
\_\_\_\_\_  
Jerry Mason

c.c. Consumer Financial Protection Bureau, P.O. Box 4503, Iowa City, Iowa 52244

**Exhibit B: Mailing Confirmations.**

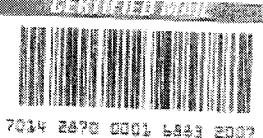
Kerry Brown  
101 Phoenix Dr  
Austin, TX 78752



\$3.815  
US POSTAGE  
FIRST CLASS  
2/20 FEB 29 2017  
USPS

Dewey Legal Services, Inc.  
Corporation Law Company  
211 E 7th Street #620  
Austin, TX 78701-3218

Kerry Brown  
101 Phoenix Dr  
Austin, TX 78752



\$3.815  
US POSTAGE  
FIRST CLASS  
2/20 FEB 28 2017  
USPS

Freemont Investment & Loan  
CT Corporation System  
350 N. ST Paul St. St 2400  
Dallas, TX 75201-4234

Andy Mison  
107 Pointeto Cr.  
Dallas, TX 75252

POSTAGE PAID



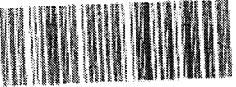
7014 8570 0001 6863 1926

\$3.819  
US POSTAGE  
MAY 2017  
32761 DALLAS TX 75252  
05/2017 00:00:00 AM  
05/2017 00:00:00 AM

Power Default Services, Inc  
et Corporation System  
1999 Bryan St #900  
Dallas, TX 75201

Andy Mison  
107 Pointeto Cr.  
Dallas, TX 75252

POSTAGE PAID



7014 8570 0001 6863 1924

\$3.819  
US POSTAGE  
MAY 2017  
32761 DALLAS TX 75252  
05/2017 00:00:00 AM  
05/2017 00:00:00 AM

HSBC USA National Association  
et Corporation System  
1200 S. Pine Island Road  
Plantation, FL 33324

**Exhibit C: Recorded Rescission Letter dated February 7, 2017**

FILED FOR RECORD - ELLIS COUNTY, TEXAS  
INST NO. 1704425 FILING DATE/TIME: Feb 16, 2017 at 10:16:00 AM

Prepared by and return to:

Jerry Mason  
101 Poinsettia Drive  
Palmer, Texas 75152

**NOTICE OF FILING OF RESCISSION**

COMES NOW, JERRY MASON, and hereby files the attached Rescission letter regarding the described real estate and premises located in ~~Pettawassee~~ County, State of Texas:

LOT 6, BLOCK H, OF THE MEADOWS OF PALMER, PHASE TWO, AN ADDITION TO THE CITY OF PALMER, ELLIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET G, SLIDE 146, OF THE PLAT RECORDS OF ELLIS COUNTY, TEXAS.

Further described as: 101 Poinsettia Drive, Palmer, Texas 75152.

Jerry Mason

Signed, sealed and delivered in the presents of:

Witness: Erica Jackson

Printed Name: ERICA JACKSON

Witness: Colleen

Printed Name: Corbin Giroux

State of Texas  
County of Kaufman

Witness: Samuel R Flores

Printed Name: Samuel R Flores

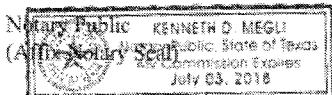
Witness: Jeff M

Printed Name: Jeff M

The foregoing instrument is acknowledged before me on this 15 day of February 2017 by Jerry Mason who is personally known to me or who has/have produced Texas DL as identification and did take an oath. Witness my signature and official seal in the aforesaid state and county.

Date: February 15, 2017

Kenneth D. Megli  
My commission expires 7-03-2018



A CERTIFIED COPY 216-17  
ATTEST: CINDY POLLEY, COUNTY CLERK  
ELLIS COUNTY, TEXAS  
BY Jerry Mason DEPUTY

3-1  
100-1348

Tuesday, February 7, 2017

Freemont Investment & Loan Registered Agent CT CORPORATION SYSTEM 350 N. St. Paul St., Ste. 2900 Dallas, TX 75201-4234	HSBC Bank USA National Association Registered Agent CT CORPORATION SYSTEM 1200 S. PINE ISLAND ROAD PLANTATION, FL 33324
Ocwen Loan Servicing, LLC Registered Agent Corporation Service Company dba CSC - Lawyers Incorporating Service Company 211 E. 7th Street, Suite 620 Austin, TX 78701-3218	Power Default Services, Inc. Registered Agent C T Corporation System 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136

**Jerry Mason**  
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Palmer, TX 75152

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**The Above Whom It May Concern:**

Pursuant to the provisions of the Truth and Lending Act ("TILA"), 15 U.S.C. Section 1635, I hereby rescind the above-referenced loan, due to violations of TILA, including but not limited to the unlawful failure to give timely and proper notices required under TILA.

With this letter, I hereby exercise my rights under the Federal Truth in Lending Act, 15 U.S.C. § 1635 and Regulation Z, 12 C.F.R. 226.23(b)(5) to rescind the above referenced mortgage loan due to recently learned and now undeniable fraud, concealment, non-disclosure, white collar crime, R.I.C.O. crime and more at alleged closing – again only recently learned.

Please be advised that your note and security interest in the home is now null and void per operation of law by 15 U.S.C. § 1635; Regulation Z § 226.23 and to do your part to terminate the security interest in the home, return the cancelled note and refund all payments.

Thank you for your prompt attention to this. You may contact me at 214-402-6267 or [jerry.mason@terrellisd.org](mailto:jerry.mason@terrellisd.org) should you require any further information or like to discuss this matter further.

Sincerely,

  
\_\_\_\_\_  
Jerry Mason

c.c. Consumer Financial Protection Bureau, P.O. Box 4503, Iowa City, Iowa 52244

Page 1 | 1

A CERTIFIED COPY *2/10/17*  
ATTEST:  
CINDY POLLEY, COUNTY CLERK  
ELLIS COUNTY, TEXAS  
BY *Cindy Polley* DEPUTY

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

Jerry Mason

(b) County of Residence of First Listed Plaintiff  
(EXCEPT IN U.S. PLAINTIFF CASES)

Ellis County

(c) Attorney's (Firm Name, Address, and Telephone Number)

Jerry Mason pro se, 101 Poinsettia Dr, Palmer, TX 75152, 214-402-6267,  
jerry.mason@terrellisd.org

RECEIVED

MAR 28 2017

## DEFENDANTS

Power Default Services, Inc., Fremont Investment & Loan, HSBC  
Bank USA, National Association, Ocwen Loan Servicing, LLC

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

Dallas County

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

3-17CV-877-B

## II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES

(Place an "X" in One Box for Plaintiff and One Box for Defendant)  
(For Diversity Cases Only)

Citizen of This State	PTF	DEF	PTF	DEF
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

## IV. NATURE OF SUIT

(Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input checked="" type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 480 Consumer Credit	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Civil Rights	<input type="checkbox"/> 810 Selective Service	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<b>HABEAS CORPUS:</b>	<input type="checkbox"/> 850 Securities/Commodities Exchange	
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 530 General	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 890 Other Statutory Actions	
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 891 Agricultural Acts	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 892 Economic Stabilization Act	
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 893 Environmental Matters	
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations		<input type="checkbox"/> 894 Energy Allocation Act	
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare		<input type="checkbox"/> 895 Freedom of Information Act	
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other		<input type="checkbox"/> 950 Constitutionality of State Statutes	
	<input type="checkbox"/> 440 Other Civil Rights			
		<b>LABOR</b>	<b>SOCIAL SECURITY</b>	
		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 861 HIA (1395ff)	
		<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 862 Black Lung (923)	
		<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	
		<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 864 SSID Title XVI	
		<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 865 RSI (405(g))	
		<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>FEDERAL TAX SUITS</b>	
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

## V. ORIGIN

(Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
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## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Federal Truth in Lending Act, 15 U.S.C. § 1635, et seq.

Brief description of cause:  
for a court order that the rescission was effective by operation of law thus mortgage, note, loan are null and void

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:  Yes  No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

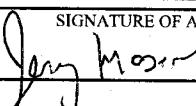
JUDGE

DOCKET NUMBER

DATE

03/28/2017

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE